

Deed of Trust, the proceeds of sale shall be applied as follows, to wit: Firstly, to pay all proper costs, charges and expenses, including counsel fee, and all fees and costs herein provided for, and all monies advanced for taxes, insurance, assessments with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale and to retain as compensation a commission of five percent (5%) on the amount of said sale; SECONDLY, to pay whatever may remain unpaid of said Note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said Note shall, upon such sale being made before the maturity of said Note, be and become immediately due and payable at the election of the holder thereof; and to pay the remainder of said proceeds if any there be, to said Mortgagor, upon the delivery and surrender to the purchaser, his heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession;

AND, it is further agreed that if the property shall be advertised for sale, as herein provided and not sold, the Trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of debt hereby secured.

AND, it is further covenanted and agreed that in the event of the death of the last surviving trustee, or the resignation, disability, removal from the jurisdiction, or refusal to act of the Trustees named in this Deed of Trust, or either of them, or for any other cause or without cause, the holder of the Note, or in the event there is more than one Note, the holders representing at least fifty percent (50%) of the aggregate amount of the outstanding loan herein secured may without prior notice to anyone, designate, and appoint a substituted trustee or trustees, which act shall be evidenced by the